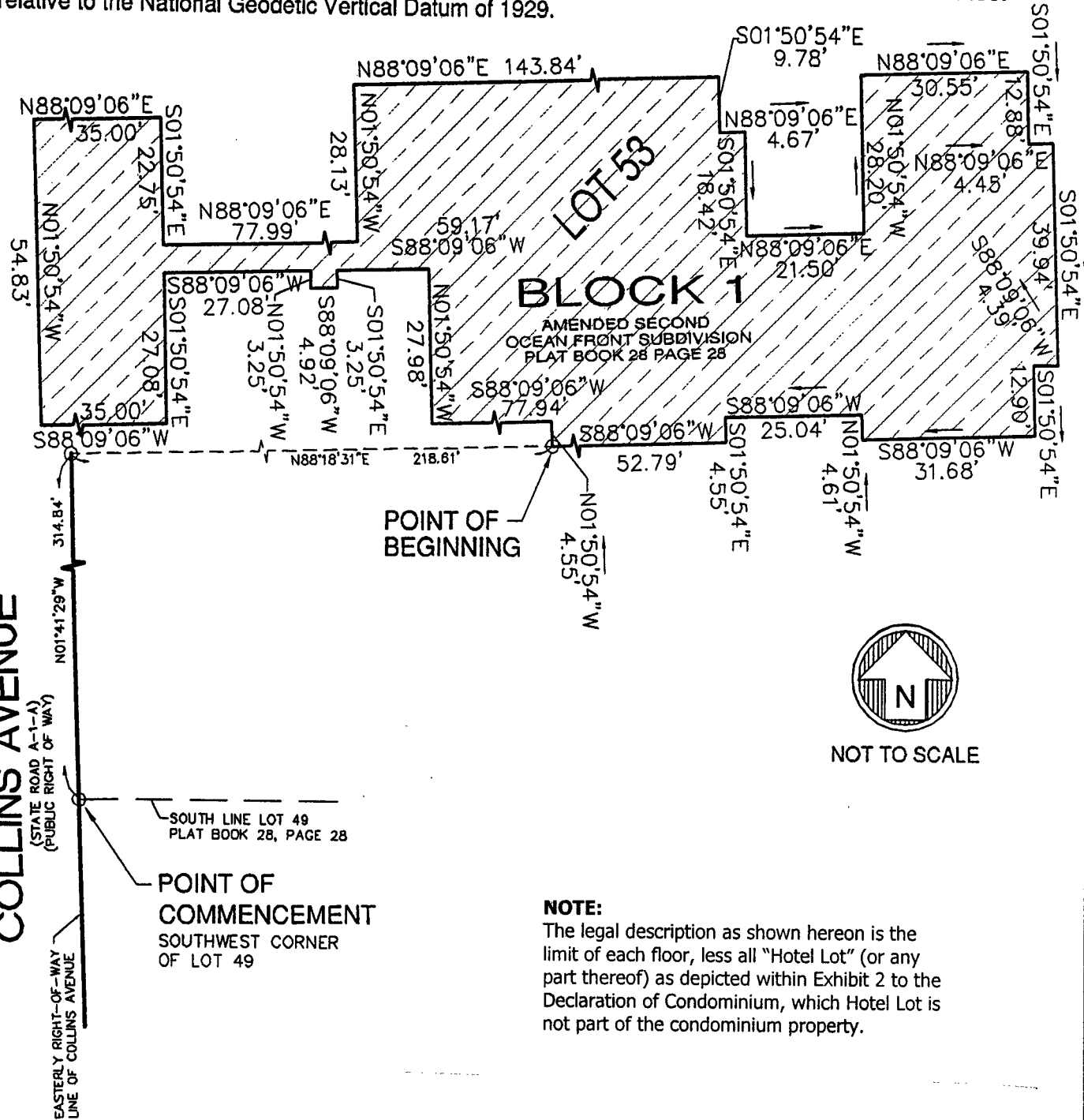


LEGAL DESCRIPTION: (CENTRAL TOWER)-THIRD AND FOURTH LEVEL FLOOR PLAN

A portion of lot 53, Block 1 of AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, according to the Plat thereof, recorded in Plat Book 28 at page 28 of the Public Records of Miami-Dade County, Florida, and that parcel of land lying East of the Water Line of the Atlantic Ocean as shown on said CORRECTED PLAT OF ATLANTIC HEIGHTS and lying West of the Erosion Control Line as shown on establishment of EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105, at Page 62, of said Public Records, being more particularly described as follows:

Commence at the Southwest corner of lot 49; thence N01°41'29"W along the East right-of-way line of Collins Avenue (State Road A-1-A) for 314.84 feet; thence N88°18'31"E at right angles to the aforementioned course for 218.61 feet to the POINT OF BEGINNING; thence S88°09'06"W for 77.94 feet; thence N01°50'54"W for 27.98 feet; thence S88°09'06"W for 59.17 feet; thence S01°50'54"E for 3.25 feet; thence S88°09'06"W for 4.92 feet; thence N01°50'54"W for 3.25 feet; thence S88°09'06"W for 27.08 feet; thence S01°50'54"E for 27.08 feet; thence S88°09'06"W for 35.00 feet; thence N01°50'54"W for 54.83 feet; thence N88°09'06"E for 35.00 feet; thence S01°50'54"E for 22.75 feet; thence N88°09'06"E for 77.99 feet; thence N01°50'54"W for 28.13 feet; thence N88°09'06"E for 143.84 feet; thence S01°50'54"E for 9.78 feet; thence N88°09'06"E for 4.67 feet; thence S01°50'54"E for 18.42 feet; thence N88°09'06"E for 21.50 feet; thence N01°50'54"W for 28.20 feet; thence N88°09'06"E for 30.55 feet; thence S01°50'54"E for 12.88 feet; thence N88°09'06"E for 4.45 feet; thence S01°50'54"E for 39.94 feet; thence S88°09'06"W for 4.39 feet; thence S01°50'54"E for 12.90 feet; thence S88°09'06"W for 31.68 feet; thence N01°50'54"W for 4.61 feet; thence S88°09'06"W for 25.04 feet; thence S01°50'54"E for 4.55 feet; thence S88°09'06"W for 52.79 feet to the POINT OF BEGINNING.

The above described perimetrical boundary lies between elevation +41.0 feet and elevation +59.0 feet relative to the National Geodetic Vertical Datum of 1929.



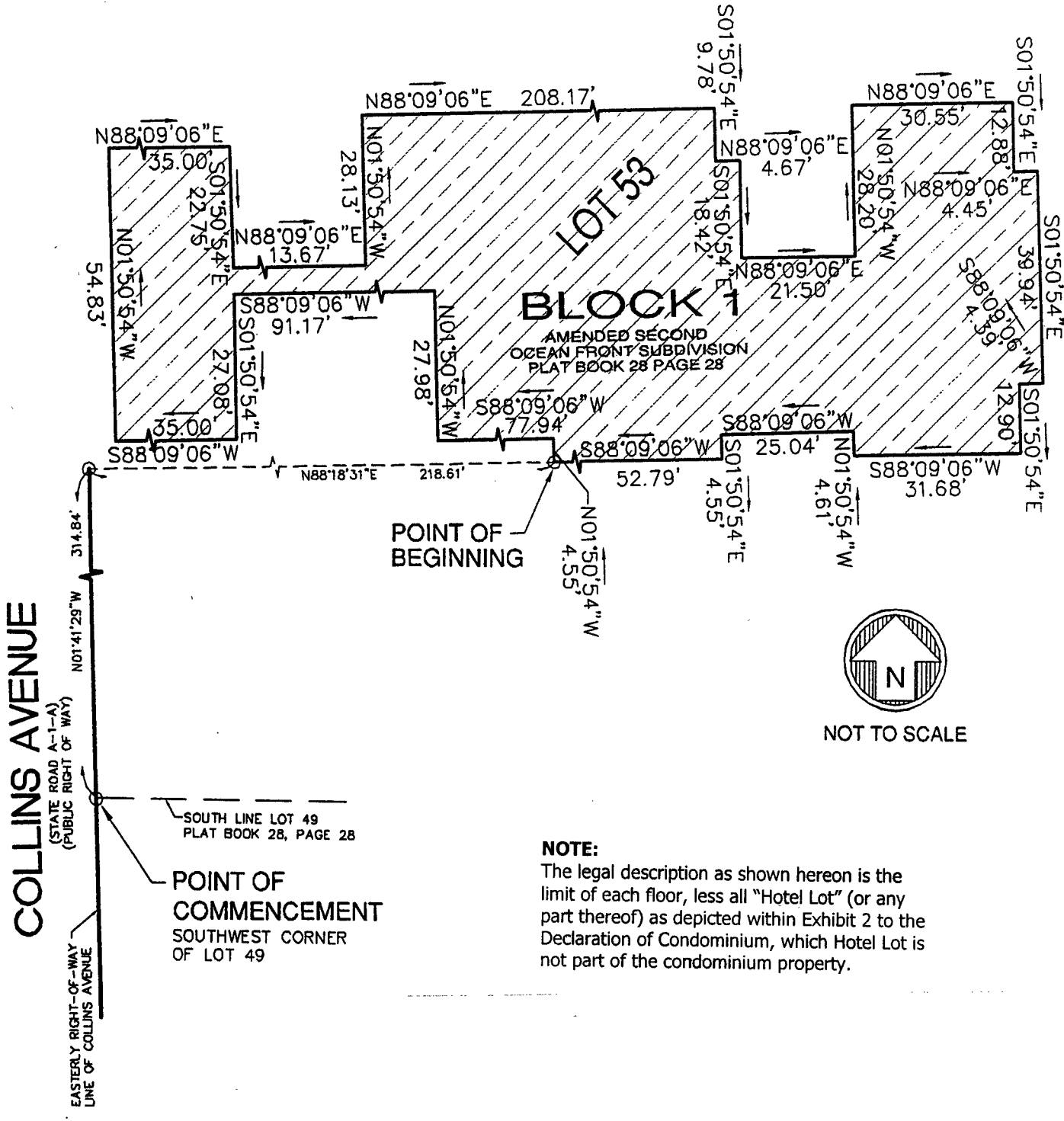
NOTE:
The legal description as shown hereon is the limit of each floor, less all "Hotel Lot" (or any part thereof) as depicted within Exhibit 2 to the Declaration of Condominium, which Hotel Lot is not part of the condominium property.

LEGAL DESCRIPTION: (CENTRAL TOWER)-FIFTH LEVEL FLOOR PLAN

A portion of lot 53, Block 1 of AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, according to the Plat thereof, recorded in Plat Book 28 at page 28 of the Public Records of Miami-Dade County, Florida, and that parcel of land lying East of the Water Line of the Atlantic Ocean as shown on said CORRECTED PLAT OF ATLANTIC HEIGHTS and lying West of the Erosion Control Line as shown on establishment of EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105, at Page 62, of said Public Records, being more particularly described as follows:

Commence at the Southwest corner of lot 49; thence N01°41'29"W along the East right-of-way line of Collins Avenue (State Road A-1-A) for 314.84 feet; thence N88°18'31"E at right angles to the aforementioned course for 218.61 feet to the POINT OF BEGINNING; thence N01°50'54"W for 4.55 feet; thence S 88°09'06" W for 77.94 feet; thence N01°50'54"W for 27.98 feet; thence S88°09'06"W for 91.17 feet; thence S01°50'54"E for 27.08 feet; thence S88°09'06"W for 35.00 feet; thence N01°50'54"W for 54.83 feet; thence N88°09'06"E for 35.00 feet; thence S01°50'54"E for 22.75 feet; thence N88°09'06"E for 13.67 feet; thence N01°50'54"W for 28.13 feet; thence N88°09'06"E for 208.17 feet; thence S01°50'54"E for 9.78 feet; thence N88°09'06"E for 4.67 feet; thence S01°50'54"E for 18.42 feet; thence N88°09'06"E for 21.50 feet; thence N01°50'54"W for 28.20 feet; thence N88°09'06"E for 30.55 feet; thence S01°50'54"E for 12.88 feet; thence N88°09'06"E for 4.45 feet; thence S01°50'54"E for 39.94 feet; thence S88°09'06"W for 4.39 feet; thence S01°50'54"E for 12.90 feet; thence S88°09'06"W for 31.68 feet; thence N01°50'54"W for 4.61 feet; thence S88°09'06"W for 25.04 feet; thence S01°50'54"E for 4.55 feet; thence S88°09'06"W for 52.79 feet to the POINT OF BEGINNING.

The above described perimetrical boundary lies between elevation +59.0 feet and elevation +68.0 feet relative to the National Geodetic Vertical Datum of 1929.



NOTE:
The legal description as shown hereon is the limit of each floor, less all "Hotel Lot" (or any part thereof) as depicted within Exhibit 2 to the Declaration of Condominium, which Hotel Lot is not part of the condominium property.

LEGAL DESCRIPTION: (CENTRAL TOWER)-SIXTH LEVEL FLOOR PLAN

A portion of lot 53, Block 1 of AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, according to the Plat thereof, recorded in Plat Book 28 at page 28 of the Public Records of Miami-Dade County, Florida, and that parcel of land lying East of the Water Line of the Atlantic Ocean as shown on said CORRECTED PLAT OF ATLANTIC HEIGHTS and lying West of the Erosion Control Line as shown on establishment of EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105, at Page 62, of said Public Records, being more particularly described as follows:

Commence at the Southwest corner of lot 49; thence N01°41'29"W along the East right-of-way line of Collins Avenue (State Road A-1-A) for 314.44 feet; thence N88°18'31"E at right angles to the aforementioned course for 49.51 feet to the POINT OF BEGINNING; thence N01°50'54"W for 5.38 feet; thence S 88°09'06" W for 35.00 feet; thence N01°50'54"W for 54.83 feet; thence N88°09'06"E for 35.00 feet; thence S01°50'54"E for 22.75 feet; thence N88°09'06"E for 13.67 feet; thence N01°50'54"W for 28.13 feet; thence N88°09'06"E for 208.17 feet; thence S01°50'54"E for 9.78 feet; thence N88°09'06"E for 4.67 feet; thence S01°50'54"E for 18.42 feet; thence N88°09'06"E for 21.50 feet; thence N01°50'54"W for 28.20 feet; thence N88°09'06"E for 30.55 feet; thence S01°50'54"E for 12.88 feet; thence N88°09'06"E for 4.45 feet; thence S01°50'54"E for 39.94 feet; thence S88°09'06"W for 4.39 feet; thence S01°50'54"E for 12.90 feet; thence S88°09'06"W for 31.68 feet; thence N01°50'54"W for 4.61 feet; thence S88°09'06"W for 25.04 feet; thence S01°50'54"E for 4.55 feet; thence S88°09'06"W for 52.79 feet; thence N01°50'54"W for 4.55 feet; thence S88°09'06"W for 90.27 feet; thence S01°50'54"E for 4.49 feet; thence S88°09'06"W for 52.67 feet; thence N01°50'54"W for 4.55 feet; thence S88°09'06"W for 12.50 feet; thence S01°50'54"E for 4.55 feet; thence S88°09'06"W for 13.67 feet to the POINT OF BEGINNING.

The above described perimetrical boundary lies between elevation +68.0 feet and elevation +77.1 feet relative to the National Geodetic Vertical Datum of 1929.

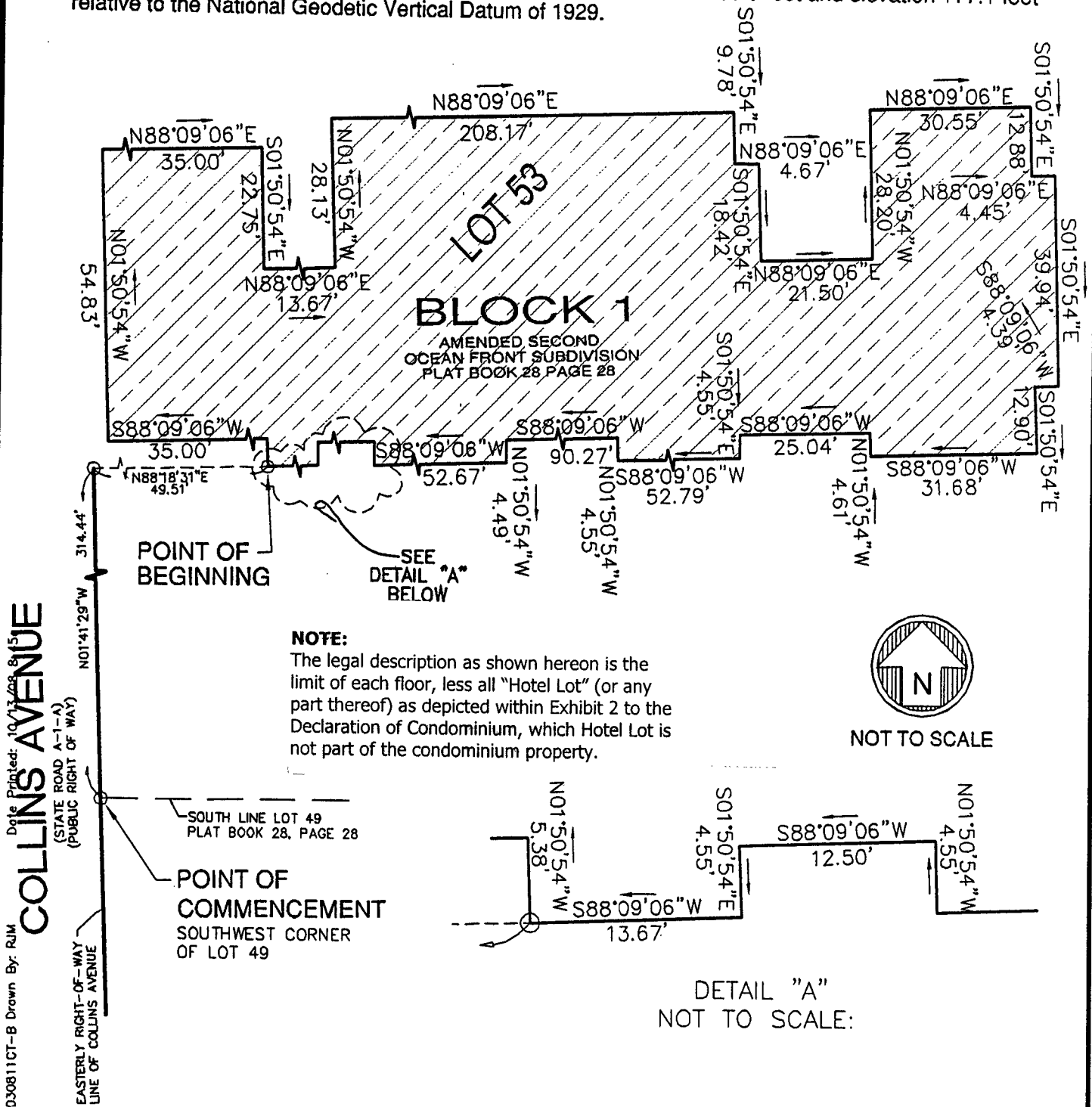


EXHIBIT "A"

SHEET 4

LEGAL DESCRIPTION: (CENTRAL TOWER)-SEVENTH THRU SIXTEENTH LEVEL FLOOR PLAN

A portion of lot 53, Block 1 of AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, according to the Plat thereof, recorded in Plat Book 28 at page 28 of the Public Records of Miami-Dade County, Florida, and that parcel of land lying East of the Water Line of the Atlantic Ocean as shown on said CORRECTED PLAT OF ATLANTIC HEIGHTS and lying West of the Erosion Control Line as shown on establishment of EROSION CONTROL LINE, according to the plat thereof, as recorded in Plat Book 105, at Page 62, of said Public Records, being more particularly described as follows:

Commence at the Southwest corner of lot 49; thence N01°41'29"W along the East right-of-way line of Collins Avenue (State Road A-1-A) for 314.51 feet; thence N88°18'31"E at right angles to the aforementioned course for 75.67 feet to the POINT OF BEGINNING; thence N01°50'54"W for 4.55 feet; thence S88°09'06"W for 26.17 feet; thence N01°50'54"W for 0.83 feet; thence S88°09'06"W for 35.00 feet; thence N01°50'54"W for 54.83 feet; thence N88°09'06"E for 35.00 feet; thence S01°50'54"E for 22.75 feet; thence N88°09'06"E for 13.67 feet; thence N01°50'54"W for 28.13 feet; thence N88°09'06"E for 208.17 feet; thence S01°50'54"E for 9.78 feet; then thence N88°09'06"E for 4.67 feet; thence S01°50'54"E for 18.42 feet; thence N88°09'06"E for 21.50 feet; thence N01°50'54"W for 28.20 feet; thence N88°09'06"E for 30.55 feet; thence S01°50'54"E for 12.88 feet; thence N88°09'06"E for 4.45 feet; thence S01°50'54"E for 39.94 feet; thence S88°09'06"W for 4.39 feet; thence S01°50'54"E for 12.90 feet; thence S88°09'06"W for 31.68 feet; thence N01°50'54"W for 4.61 feet; thence S88°09'06"W for 25.04 feet; thence S01°50'54"E for 4.55 feet; thence S88°09'06"W for 90.27 feet; thence S01°50'54"E for 4.49 feet; thence S88°09'06"W for 52.67 feet to the POINT OF BEGINNING.

The above described perimetrical boundary lies between elevation +77.1 feet and elevation +160.0 feet relative to the National Geodetic Vertical Datum of 1929.

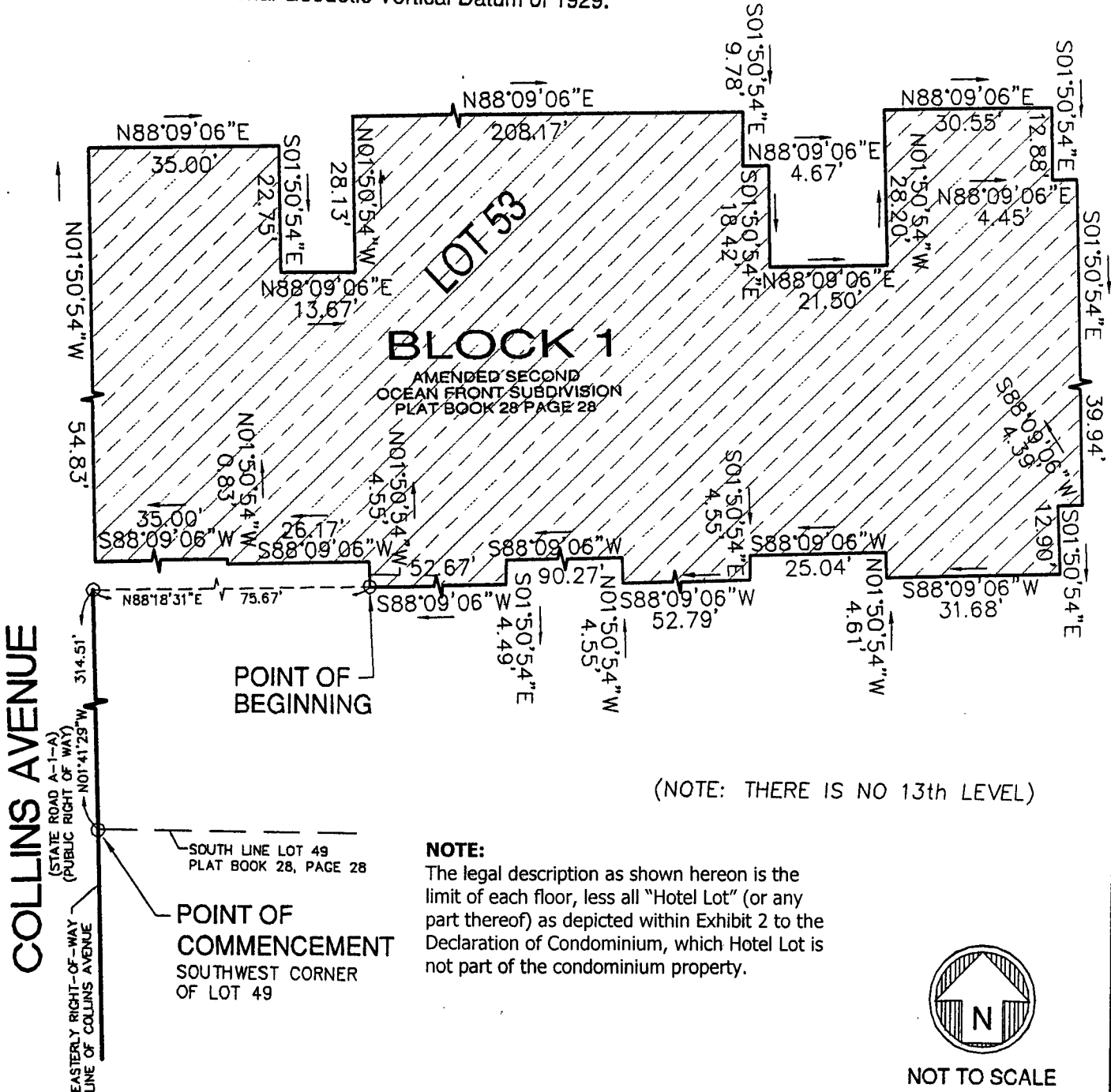


EXHIBIT "A"

SHEET 5



CFN 2011R0662768
OR Bk 27846 Pgs 2108 - 2111 (4pgs)
RECORDED 10/03/2011 15:32:19
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by and return to:

Sandra E. Krumbein, Esq.
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

*Cross Reference to Declaration of Covenants, Restrictions and
Easements recorded in Official Records Book 26080, Page 4905, of the
Public Records of Miami-Dade County, Florida*

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR CARILLON HOTEL AND SPA**

THIS AMENDMENT (this "Amendment") is executed as of the 28 day of September 2011
by FL 6801 Collins South LLC, a Delaware limited liability company ("FL 6801").

WHEREAS, Carillon South Joint Venture, L.L.C., a Florida limited liability company (the
"Creating Declarant") executed that certain Declaration of Covenants, Restrictions and Easements
for Carillon Hotel and Spa which was recorded December 3, 2007 in Official Records Book 26080,
Page 4905 *et seq.* of the Public Records of Miami-Dade County ("County"), Florida, as same may
have been amended and supplemented (the "Declaration");

WHEREAS, pursuant to that certain Assignment of Declarant and Developer Rights recorded
in Official Records Book 27124, Page 2053, of the Public Records of the County ("Assignment"),
Creating Declarant assigned all of its rights under the Declaration to FL 6801;

WHEREAS, pursuant to the Assignment, FL 6801 is entitled to exercise the rights and
privileges of the "Declarant," under and as defined in the Declaration (hereinafter, the "Declarant
Rights");

WHEREAS, Section 19.8 of the Declaration provides that the Declaration may be amended,
changed or added to at any time and from time to time upon the execution and recordation of an
instrument executed by Declarant and Declarant's Mortgagee, for so long as it or its affiliate holds
title to any "Lot" or "Structure" (as such terms are defined in the Declaration) affected by the
Declaration;

WHEREAS, FL 6801, as holder of the Declarant Rights, holds title to Lots and Structures
affected by the Declaration;

WHEREAS, LB Carillon Construction LLC, a Delaware limited liability company, as the
holder of mortgages securing Lots and Structures owned by FL 6801 and affected by the Declaration,
is joining in this Amendment to acknowledge its consent thereto; and

WHEREAS, FL 6801, as holder of the Declarant Rights, desires to amend the Declaration
pursuant to Section 19.8 of the Declaration as more particularly set forth herein.

NOW, THEREFORE, FL 6801, pursuant to its Declarant Rights, hereby declares that the
Declaration is amended as follows:

FTLDOCS 5809414 2

1. The recitations set forth herein are true and correct and are incorporated herein by reference

2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. The following is hereby added to the end of Section 4.3(b) of the Declaration as follows:

In addition to any other remedies available to the Hotel Lot Owner in the event an Owner of a Lot is delinquent in the payment of any assessments or other charges or sums due to the Hotel Lot Owner, each Owner of a Lot (including without limitation an Owner of a Condominium Unit) by his or her acceptance of a deed to a Lot (or Condominium Unit) hereby assigns to the Hotel Lot Owner the right to collect rent from any lessee of his or her Lot (or Condominium Unit), in the event such Owner is delinquent in paying assessments and/or other charges or sums due to the Hotel Lot Owner. After collecting any such rent, the Hotel Lot Owner may deduct any late assessments, charges or other sums due the Hotel Lot Owner (including without limitation, interest thereon and the cost of collection) and remit any balance to the Owner.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

5. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the terms and provisions of this Amendment, and the terms and provisions of the Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations, if any, the terms and provisions of this Amendment shall control to the extent of such conflict

IN WITNESS WHEREOF, FL 6801, as holder of the Declarant Rights, has executed this Amendment the day and year first above written.

[Signatures appear on following page]

SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR CARILLON HOTEL AND SPA

Witnessed by:

Nancy Sharperson
Name: Nancy Sharperson

Judith LaRoque
Name: Judith LaRoque

FL 6801 COLLINS SOUTH LLC,
a Delaware limited liability company

By: FL 6801 SPIRITS LLC, a Delaware
limited liability company, its managing
member

By: Jeffrey Fitts
Name: Jeffrey Fitts
Title: Authorized Signatory

(Corporate Seal)

STATE OF New York)
COUNTY OF New York) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jeffrey Fitts, the AUTHORIZED SIGNATORY of FL 6801 SPIRITS LLC, a Delaware limited liability company, as managing member of FL 6801 COLLINS SOUTH LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of September, 2011.

Deanna Emilio
Notary Public State of _____ at Large

Typed, printed or stamped name of Notary Public

My Commission Expires:

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171082
Qualified in New York County
Term Expires July 23, 2016 Richmond

CONSENT OF MORTGAGEE

This Consent of Mortgagee ("Consent") is given as of the 28th day of September, 2011, on behalf of LB Carillon Construction LLC, a Delaware limited liability company ("Mortgagee"), being the owner and holder of a mortgage (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, collectively, the "Mortgage") securing "The Properties," as such term is defined in the Declaration.

WHEREAS, Mortgagee has been requested to consent to the recording of the foregoing Amendment.

NOW, THEREFORE, Mortgagee hereby consents to the foregoing Amendment.

Mortgagee makes no warranty or any representation of any kind or nature concerning the foregoing Amendment, any of its terms or provision, or the legal sufficiency thereof, and disavows any such warranty or representation and does not assume and shall not be responsible for any of the obligations or liabilities contained in the foregoing Amendment, Declaration or other documents used in connection with the promotion of The Properties. None of the representations contained in the foregoing Amendment, Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage in connection with The Properties or in the Declaration.

Made as of the day and year first above written.

Signed, sealed and delivered
in the presence of :

Justin LaBocque
Print Name: Justin LaBocque
Nancy Sharperson
Print Name: Nancy Sharperson

STATE OF New York)
COUNTY OF New York) SS:

LB CARILLON CONSTRUCTION LLC, a
Delaware limited liability company

By: [Signature]
Print Name: Jeffrey Fitts
Its: Authorized Signatory

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jeffrey Fitts, the AUTHORIZED SIGNATORY of LB CARILLON CONSTRUCTION LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him/her by said entity. He/She is personally known to me or who has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of September, 2011.

[Signature]
Notary Public State of _____ at Large

Typed, printed or stamped name of Notary Public

My Commission Expires:

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171062
Qualified in New York County
Term Expires July 23, 2016

Richmond